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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91184529
Party	Defendant Global Tissue Group, Inc.
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**BEFORE THE UNITED STATES
TRADEMARK TRIAL AND APPEAL BOARD**

GEORGIA-PACIFIC CONSUMER
PRODUCTS LP,

Opposer,

v.

GLOBAL TISSUE GROUP, INC.,

Applicant.

Opp. No. 91184529
Serial No. 77/364616

**APPLICANT'S OPPOSITION TO MOTION FOR PROTECTIVE ORDER AND
APPLICANT'S CROSS MOTION TO COMPEL**

In its Motion for Protective Order, Opposer seeks extraordinary access for two of its in-house counsel to discovery fairly classified as "trade secret or commercially sensitive information." Applicant requests that the Board deny Opposer's motion. For the reasons set forth below, Opposer has failed to provide sufficient justification for the Board to impose a protective order other than the Board's standard protective order. Opposer also has failed to satisfy the requirements of Federal Circuit and TTAB precedent for showing that, in this particular case, Opposer's in-house counsel are so removed from Opposer's competitive decision-making process as to merit access to the trade secrets and/or commercially sensitive information of a direct competitor.

On a related issue, Applicant requests that the Board issue an order compelling Opposer to fully respond to Applicant's timely served discovery. As set forth in detail below, Opposer served its written responses to Applicant's First

Set of Interrogatories and First Request for the Production of Documents and Things on November 4, 2008. On January 28, 2009, Opposer first produced some responsive documents to those requests, but produced no responsive documents that are confidential, including, but not limited to, documents identified as agreements between Opposer and third parties which pertain to third party usage of the term "quilted". Opposer has hid behind the parties' dispute over the terms of a protective order to justify its delay. As the Board's standard protective order automatically applies in this case, and as the parties' dispute over the terms of a protective order does not concern access to Opposer's documents, Opposer has no basis to refuse production of confidential documents. Opposer's refusal to respond timely to Applicant's discovery requests has served only to stall this proceeding and impose unnecessary cost on Applicant. Accordingly, Applicant requests entry of an order compelling immediate production, at Opposer's expense.

I. Opposition to Opposer's Motion for Protective Order

A. The Board's Standard Protective Order Applies

By its Motion for Protective Order, Opposer seeks to have the Board impose a protective order in this case that differs from the Board's standard protective order in one significant way, namely, to permit Opposer's in-house counsel to review documents that Applicant designates as containing trade secret and/or commercially sensitive information.

The Board's standard protective order automatically applies in all opposition proceedings. Rule 2.116(g); M.C.I. Foods v. Brady Bunte, 86

USPQ2d 1044 (TTAB 2008). Indeed, the Board's order instituting this case advised the parties of this fact. See Board Order of June 11, 2008 at page 3: "the Board's Standard Protective Order is applicable to this case, but the parties may agree to supplement that standard or substitute a protective order of their choosing, subject to approval by the Board."

Under the Board's standard protective order, the parties may designate sensitive information and documents produced in discovery among three categories: confidential, highly confidential and trade secret/commercially sensitive. The Board's standard protective order contemplates that access to trade secret/commercially sensitive information and documents will be most severely restricted, as the Board defines such materials as: "material to be shielded by the Board from public access, restricted from any access by the parties, and available for review by outside counsel for the parties and, subject to the provisions of paragraph 4 and 5, by independent experts or consultants for the parties." TTAB Standard Protective Agreement at § 1.

By limiting access to the most sensitive information and documents, the Board's standard protective order recognizes the risks associated with such discovery. While some cases may require a compromise on this principle, for example if a party is acting pro se, no such circumstances exist in this case, as Opposer is ably represented by experienced outside counsel. Indeed, because the parties in this case are direct competitors, the facts argue against expanding the category of people who may have access to this very narrow category of information and documents.

In this case, the trade secret and commercially sensitive information and documents Opposer seeks through discovery highlight these risks, as well as Opposer's heavy-handed discovery practices. For example, Opposer's document requests seek evidence of Applicant's plans to use, advertise, and market the QUILTY Mark "anywhere" (a separate document request sought discovery on planned use, advertising and marketing in U.S. commerce); license agreements; private label agreements; planned methods of advertising and promotion; surveys, focus groups and markets studies; the quality of the described good; customer lists and information; budgets; actual and estimated sales numbers; and documents pertaining to GTG's competitors in the paper products industry. See Exhibit 1 (Opposer's First Set of Document Requests to Applicant).¹ In the context of this opposition, i.e., whether an intent-to-use mark is confusingly similar to a word in Opposer's mark that Opposer has widely disclaimed in its own registration, all of the above information clearly has been requested to gain a competitive advantage—not for purposes relevant to the merits of the opposition . . . particularly so because Applicant has not begun using the mark in commerce and has made that clear to Opposer.

Opposer overstates the case when it claims that "the Board anticipates that parties will adopt protective orders that vary from the terms of its new Standard Protective Order." (Opposer's Brief at 4.) Although Rule 2.116(g) provides a means for parties to amend the standard protective order by mutual

¹ The overbreadth of Opposer's first set of discovery requests evidences clearly how Opposer is trying to use this proceeding as a means to acquire confidential information about Applicant pertaining to materials clearly outside the relevant issues involved herewith. Specific examples of the overbreadth of the discovery requests are provided at the end of Section I.B. below.

agreement, and a means for disputing parties to move the Board to enter requested amendments, the Board's recent rules changes (of which the change to Rule 2.116(g) was only one) reflect the Board's overall commitment to streamline proceedings and avoid costly litigation practices. See, e.g., 72 Fed. Reg. 42242 (August 1, 2007) ("the amended rules will increase the efficiency by which discovery and pretrial information is exchanged between parties to *inter partes* cases . . .").

Thus, Opposer must satisfy a heavy burden of proof before it may expand such an important provision of the Board's standard protective order. As demonstrated below, however, Opposer has failed to meet that burden.

B. Opposer Has Failed to Prove that its In-House Counsel Should Have Access to Discovery Containing Trade Secret and Commercially Sensitive Information

In its motion, Opposer argues that two designated attorneys in its legal department should have access to discovery that Applicant fairly classifies as trade secret or commercially sensitive, on the ground that those attorneys are not involved in Opposer's competitive decision-making. In support of its position, however, Opposer has provided only conclusory statements and no detail regarding these attorneys' responsibilities. The case law requires far more.

Indeed, the TTAB's only precedential opinion on this issue involves Opposer -- Georgia-Pacific Corp. v. Solo Cup Co., 80 USPQ2d 1950 (TTAB 2006).² The Board found Opposer's argument to grant in-house attorneys

² In its brief at page 5, Opposer incorrectly characterizes this case as not citable as precedent.

access to trade secret information sorely lacking in the Solo Cup case, and the same conclusion should be reached here, as once again, Opposer has not proven that the designated in-house counsel are removed from competitive decision-making.

As in the Solo Cup case, Opposer here provides "little insight . . . as to the role, if any, their in-house counsel play in competitive decisionmaking activities." Solo Cup, 80 USPQ2d at 1953. Although Opposer has submitted declarations of its designated in-house counsel, the declarations contain nearly identical wording to each other, and all of it self-serving and conclusory. It should not be sufficient for in-house counsel to state that he or she is not involved in competitive decision-making activities for the corporation, nor that in-house counsel's dealings with people outside the legal department are "always in the context of legal issues and advice." See, e.g., Matsushita Elec. Indus. Co. Ltd. v. U.S., 929 F.2d 1577 (Fed. Cir. 1991) (granting in-house counsel access to trade secret information of a direct competitor based on in-house counsel's highly detailed declaration supporting his contention that he was not involved in competitive decision-making)³. The pricing, marketing, advertising, sales, and manufacturing information of a direct competitor would certainly color those "legal issues and advice."

³ Details included in in-house counsel's declaration included: (1) he was not involved with the selection of vendors; (2) he was not involved in the selection of competitive business terms contained in vendor purchase orders; (3) he did not attend meetings about competing products; (4) he did not attend meetings about marketing strategies; (5) his contact with operating personnel who make such decisions was minimal. Matsushita, 929 F.2d at 1580.

Finally, the Solo Cup opinion made clear that a party seeking to expand access to trade secret and commercially sensitive information of a competitor must detail the steps it would take to safeguard that information in-house. Solo Cup, 80 USPQ2d at 1953-1954. Yet Opposer provides no assurances in its brief or its counsels' declarations as to the steps it would take to protect Applicant's trade secret and commercially sensitive information. Opposer's casual approach to this issue, despite its having been personally schooled in the Solo Cup case regarding the standard of proof required for the relief it seeks, only heightens Applicant's concern that access to its trade secret and commercially sensitive discovery remain restricted as provided in the Board's standard protective order.

Further heightening Applicant's concern is that many of the materials and things sought in Opposer's first set of document requests include highly business sensitive and trade secret materials. The only value of that information to Opposer is to learn information about how Applicant does its business, thus making it highly improper for in-house counsel to have access to it. The trade secret and confidential nature of the materials discussed in Section I.A. on page 4 are only a subset of the business sensitive information requested by Opposer in its discovery requests.⁴ The most egregious examples of the requests propounded purely to learn business confidential, competitively sensitive and trade secret information are as follows:

31. All documents pertaining to marketing plans, promotional plans, budgets, and projected sales pertaining to the QUILTY Mark or any

⁴ See, e.g., Exhibit 1, Requests 14, 18, 19, 21, 22, 24, 27 and 28, all of which seek highly-confidential materials.

products or services offered, sold, or to be offered or sold under or in connection with the QUILTY Mark.

40. All documents pertaining to any survey of any of Global Tissue's competitors in the consumer paper products segment or the industrial paper products segment.

41. All documents pertaining to analyses, surveys, searches, or investigations performed by Global Tissue or by any market research professionals, investigators, watch services, or similar such parties that pertain to any of Global Tissue's competitors in the consumer paper products segment or the industrial paper products segment, including searches of the United States Patent and Trademark Office database, other trademark or name databases, and the marketplace.

42. All documents pertaining to Global Tissue's actual or planned strategy for displaying the QUILTY Mark in any advertising materials, promotional materials, or other communications.

45. All documents pertaining to any present or past relationship between Global Tissue and Global Tissue LLC, any other Global Tissue entity, Kruger, Inc., any other Kruger entity, American Tissue, Inc., American Tissue Mills of Tennessee LLC, or any other American Tissue entity.

47. All documents pertaining to the employment histories of Philip Shaoul, Meir Elnekaveh, Freydoun Elnekaveh, and Marc Jackere.

See, Exhibit 1, Opposer's first set of document requests at the corresponding document request.

As should be evident, much of the responsive information to the above requests is wholly outside the scope of this Opposition. Nevertheless, to be clear, Applicant is not adverse to providing responsive materials to Opposer's requests (provided that there are not other pertinent objections lodged); however, in-house counsel should not have and does not need access to such materials, given the sensitivity of such information.

II. Applicant's Cross Motion to Compel

The discovery period in this case opened on August 20, 2008. Applicant served its First Set of Interrogatories and First Request for the Production of

Documents by mail on September 30, 2008. Opposer served its written responses to Applicant's discovery requests on November 4, 2008, but just two days ago produced some responsive documents. More significant than being untimely with their response, their response was incomplete. Specifically, to date Opposer has refused to produce any confidential responsive documents and things, as well as information responsive to Applicant's First Set of Interrogatories that Opposer has classified as confidential.⁵

Opposer refused to produce these categories of discovery unless Applicant would consent to modify the Board's standard protective order to allow Opposer's in-house counsel access to Applicant's documents classified as trade secret or commercially sensitive. See Exhibit 2 (January 14, 2009 email from C. Marino to A. Katz). Opposer's discovery practice is improper for several reasons, and reveals a strategy of avoiding the merits of the case and imposing outsize cost burdens on a clearly smaller party to this proceeding.

First, the Board's standard protective order automatically applies to this case. See, e.g., M.C.I. Foods Inc. v. Bunte, 86 USPQ2d 1044 (TTAB 2008). Thus, Opposer has no reason to withhold discovery based on the absence of a protective order.

⁵ There is no dispute regarding the sufficiency or timeliness of Applicant's discovery responses.

Second, Opposer proposed to amend the standard protective order on December 10, 2008, more than one month after its deadline to respond to discovery. Opposer's foot-dragging reveals its intent to delay this proceeding.⁶

Third, Opposer's proposed amendment to the Board's standard protective order would expand, not restrict, the number of people who may view discovery. There is no risk to producing discovery responses now, rather than wait for the Board to rule on Opposer's motion for a protective order.

Fourth, the parties only dispute who may view the trade secret and commercially sensitive information contained in *Applicant's* discovery responses. The parties have not sought to change who may view *Opposer's* confidential information and documents. Thus again, Opposer has no reason to withhold discovery based on the absence of its proposed protective order.

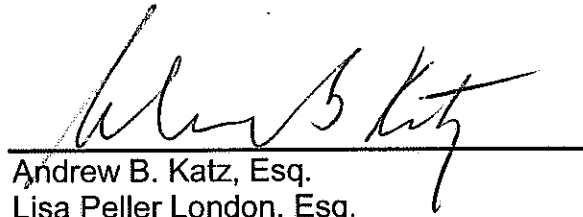
Fifth, Opposer's discovery responses were due well before those of Applicant. By suggesting instead a simultaneous exchange of documents, Opposer robs Applicant of the fruits of its diligent discovery practice and more importantly again delays action on this case, also at Applicant's expense.

In sum, Opposer's withholding discovery has no basis in fact or law. Accordingly, Applicant requests that the Board issue an order compelling production. Given Opposer's unjustified delay and the cost that delay imposed

⁶ While it is true that Opposer changed counsel during this proceeding, a mere change in counsel does not give a party the right to ignore deadlines. Specifically, here, at no time did Opposer or its counsel request any extension to meet any deadline in this case (either from Applicant's counsel or the Board) until it asked for an extension on January 14, 2009 and moved for an extension of discovery on January 16, 2009—nearly two months from the date when new counsel first informed Applicant's counsel it was taking control of this case, and long after its own missed deadlines.

on Applicant, Applicant further requests that the Board order Opposer to produce its discovery at the office of Applicant's counsel, rather than simply make the documents available for production and copying, and that Opposer bear all copying and shipping expenses.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Andrew B. Katz", is written over a horizontal line.

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Counsel to Global Tissue Group, Inc.

Dated: January 30, 2009

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of January, 2009, a true and correct copy of the foregoing Applicant's Opposition to Motion for Protective Order and Applicant's Cross Motion to Compel was sent by first class mail, postage pre-paid to the following:

R. Charles Henn Jr.
Charlene R. Marino
Kilpatrick Stockton LLP
1100 Peachtree St., Ste. 2800
Atlanta, GA 30309-4530



Andrew B. Katz

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GEORGIA-PACIFIC CONSUMER)	
PRODUCTS, LP,)	
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	Opposer,)	
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v.)	Opposition No. 91184529
)	
GLOBAL TISSUE GROUP, INC.,)	
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	Applicant.)	
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Opposer Georgia-Pacific Consumer Products, LP, pursuant to TBMP §406.01, *et seq.*, hereby propounds to Applicant Global Tissue Group, Inc. the following requests for production of documents and things.

DEFINITIONS OF TERMS

A. “Global Tissue” means and includes Applicant Global Tissue Group, Inc., its direct and indirect parents, subsidiaries, affiliates, predecessors, successors and assigns, and all of its present and former officers, directors, principal owners or shareholders, employees, agents, attorneys and representatives, or anyone acting on behalf of any of the foregoing, individually, collectively or in any combination.

B. “Georgia-Pacific” means and includes Opposer Georgia-Pacific Consumer Products LP, its direct and indirect parents, subsidiaries, affiliates, predecessors, successors and assigns, and all of its present and former officers, directors, principal owners or shareholders, employees, agents, attorneys and representatives, or anyone acting on behalf of any of the foregoing, individually, collectively or in any combination.

C. The “Opposition” means and includes the Opposition styled *Georgia-Pacific Consumer Products LP v. Global Tissue Group, Inc.*, Opposition No. 91184529, pending in the United States Patent and Trademark Office’s Trademark Trial and Appeal Board.

D. The “QUILTY Mark” means and refers to the mark identified in Trademark Application Serial No. 77/364,616.

E. “Document” means and includes the original, each non-identical copy (whether different from the original by means of notes made on such copy or otherwise) and -- if the original is not in existence or subject to your control -- each copy, regardless of origin or location, or any handwritten, typewritten, printed, computerized, electronically stored, recorded, transcribed, punched, taped, photocopied, photostatic, “telexed,” filmed, microfilmed or otherwise prepared matter, however produced or reproduced, which is in your possession, custody, or control, including but not limited to all electronic mail messages, letters, correspondence, memoranda, telegrams, telexes, cables, memoranda or minutes of meetings or conversations (in person or telephonic), reports, notes, computer discs, tapes and files, legal documents, electronic data and writings of every description.

F. “Identify,” “identifying,” “describe,” or “describing” means to state: (i) as to any person or entity: the name, business and residence address(es), occupation, job title, and dates so employed and, if not an individual, the type of entity and the address of its principal place of

business; (ii) as to any document: the type of document (correspondence, memorandum, etc.), the identity of the author or originator, the date authored or originated, the identity of each person to whom the original copy was addressed or delivered, the identity of such person known or reasonably believed by you to have present possession, custody, or control thereof, and a brief description of the subject matter thereof, all with sufficient particularity to request its production under TBMP §406.01, *et seq.*, or, if the document has already been produced in this Opposition, its document identification number; and (iii) as to any supplier or customer; its name, mailing address, principal place of business and the identity of Global's contact person there.

G. "Pertain to," "pertaining to," "relate to," and "relating to" mean and include: pertains to, relates to, refers to, contains, describes, embodies, mentions, constitutes, supports, corroborates, demonstrates, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.

H. As used herein, (i) the singular of any word or phrase includes the plural and the plural of any word or phrase includes the singular, and (ii) "and" and "or" shall be construed either conjunctively or disjunctively to bring within the scope of these interrogatories any information, documents or tangible things that might otherwise be construed to be outside the scope of these interrogatories.

I. "You" or "your" means and includes Global, including Global's direct and indirect parents, subsidiaries, affiliates, predecessors, successors and assigns, and all of their present and former officers, directors, principal owners or shareholders, employees, agents, attorneys and representatives, or anyone acting on behalf of any of the foregoing, individually, collectively or in any combination.

INSTRUCTIONS

1. If any of the requested information, documents or things are not provided or are withheld under a claim of privilege or immunity, furnish a list specifying the information, document or thing for which privilege is claimed, together with the following information: the date of the information, document or thing; its author(s) or signer(s); the name and job title of each person who received or was designated to receive the information, document or thing, or a copy thereof; the subject matter of the information, document or thing; the basis on which privilege or immunity is claimed; and the numbered paragraph of these interrogatories to which the information, document or thing is responsive.

2. Each document or thing furnished in response to these requests shall be produced as it is kept in the usual course of business or organized and labeled to correspond with the paragraph or paragraphs of these interrogatories to which the document or thing is responsive.

3. If any requested document or thing is no longer in existence: identify and describe each such document by date, author(s), and recipient(s) and summarize its contents; identify and describe each such thing by purpose, function, brand, model, year, and photograph or depiction; identify the person(s) responsible for destruction of any such document or thing; and state the reason(s) for the destruction of any such document or thing.

REQUESTS

1. All documents pertaining to the date(s) on which, and the circumstances under which, Global Tissue first became aware of each mark identified in Georgia-Pacific's trademark registrations pleaded in the Opposition, including but not limited to Georgia-Pacific's ACOLCHINADO, IT'S ALL IN THE QUILTING, PLUSH-QUILTS, QUILTED, QUILTED & Design, QUILTED NORTHERN, QUILTED NORTHERN PS, QUILTED NORTHERN ULTRA, and QUILTING marks.

2. All documents pertaining to the creation, selection, approval, and/or modification of the QUILTY Mark.

3. All documents pertaining to the timeline for the creation, selection, approval, and/or modification of the QUILTY Mark.

4. All documents pertaining to any marks considered as possible alternatives for the QUILTY mark, and pertaining to any reasons why such possible alternatives were not selected.

5. All correspondence to and from, and all other documents pertaining to, any person other than Global Tissue who played any role in the creation, selection, approval, and/or modification of the QUILTY Mark, including but not limited to lawyers, law firms, naming firms, advertising agencies, marketing firms, vendors, customers, retailers, and distributors.

6. All documents pertaining to any trademark searches, search reports, availability reports, investigations, clearance letters or opinions that Global Tissue conducted, developed, generated, ordered, commissioned, reviewed, read, or considered (either before or after the selection of the QUILTY Mark) pertaining to the selection of the QUILTY Mark.

7. All documents pertaining to any applications that Global Tissue has filed, or any registrations that Global Tissue has obtained, with respect to the QUILTY Mark, including Application Serial No. 77/364,616 and any other applications or registrations in the United States or in any other country, state, or jurisdiction.

8. All documents pertaining to any third party marks that Global Tissue is aware of which use any form of the word QUILT in connection with any bath tissue products.

9. All documents pertaining to any purportedly descriptive uses of any form of the word QUILT by Global Tissue.

10. All documents pertaining to any purportedly descriptive uses by any third party of any form of the word QUILT.

11. All documents, including correspondence and memoranda, pertaining to the factual basis that Andrew B. Katz had for making the statement, in support of Global Tissue's Application Serial No. 77/364,616 for the QUILTY Mark, that: "The applicant [i.e., Global Tissue] has a bona fide intention to use or use through the applicant's [i.e., Global Tissue's] related company or licensee the mark [i.e., the QUILTY Mark] on or in connection with the identified goods or services [i.e., consumer and industrial paper products, namely facial tissues, napkins, towels and bathroom tissues]."

12. All documents pertaining to any use by Global Tissue of the QUILTY Mark anywhere, including documents pertaining to the date(s) of first use, the form and manner of use, the goods or services with which such use had been made, any advertising or marketing materials announcing, promoting or otherwise pertaining to such use, the geographic area(s) of such use, whether any such use has been discontinued, and the sales from such use.

13. All documents pertaining to any use by Global Tissue of the QUILTY Mark in United States commerce, including documents pertaining to the date of first use, the form and manner of use, the goods or services with which such use had been made, any advertising or marketing materials announcing, promoting or otherwise pertaining to such use, the geographic area(s) of such use, whether any such use has been discontinued (and, if so, when), and the sales from such use.

14. All documents pertaining to any and all plans that Global Tissue has had, or currently has, to use the QUILTY Mark anywhere, including but not limited to the date(s) of planned use, the form and manner of planned use, the goods or services with which use is

planned, any planned advertising or marketing materials announcing, promoting or otherwise pertaining to such use, the geographic area(s) of planned use, and whether any such plans for use have been modified or discontinued (and, if so, when).

15. All documents pertaining to any and all plans that Global Tissue has had, or currently has, to use the QUILTY Mark in United States commerce, including but not limited to the date(s) of planned use, the form and manner of planned use, the goods or services with which use is planned, any planned advertising or marketing materials announcing, promoting or otherwise pertaining to such use, the geographic area(s) of planned use, and whether any such plans for use have been modified or discontinued (and, if so, when).

16. All documents (including correspondence and agreements) pertaining to any related company, licensee, or other entity through which Global Tissue has, or had, a bona fide intention to use the QUILTY Mark.

17. All documents (including correspondence and agreements) pertaining to any related company, licensee, or other entity through which Global Tissue has used or is using the QUILTY Mark.

18. All documents (including correspondence and agreements) pertaining to any private label agreement or relationship, license agreement or relationship, or other agreement or relationship that Global Tissue has, had, or is considering pertaining to the QUILTY mark or to any products or services sold under or in connection with the QUILTY Mark.

19. All documents pertaining to the actual, planned, potential, or possible classes of customers for products or services offered or sold, or planned to be offered or sold, under or in connection with the QUILTY Mark.

20. All documents pertaining to the actual, planned, potential, or possible channels of trade for products or services offered or sold, or planned to be offered or sold, under or in connection with the QUILTY Mark.

21. All documents pertaining to the actual, planned, potential, or possible retail outlets for products or services offered or sold, or planned to be offered or sold, under or in connection with the QUILTY Mark.

22. All documents pertaining to the actual, planned, potential, or possible methods for advertising and promoting the QUILTY Mark, and for advertising and promoting any products or services offered or sold, or planned to be offered or sold, under or in connection with the QUILTY Mark.

23. Documents sufficient to identify all actual, planned, potential, or possible media, including but not limited to all newspapers, journals, magazines, periodicals, radio stations, television stations, and Internet websites, in which Global Tissue advertises and promotes, or may advertise and promote, the QUILTY Mark, and any products or services offered, sold, or planned to be offered or sold, under or in connection with the QUILTY Mark.

24. All documents pertaining to any actual or planned research or investigations that Global Tissue conducted, developed, generated, ordered, commissioned, reviewed, read, or considered pertaining to the QUILTY Mark or any products or services offered, sold, or planned to be offered or sold, under or in connection with the QUILTY Mark, including but not limited to any surveys, focus groups, or market studies.

25. All documents (including correspondence and agreements) pertaining to any demand letters or cease and desist letters that Global Tissue has received, has transmitted, or is planning to transmit, pertaining to the QUILTY Mark.

26. All documents (including correspondence and agreements) pertaining to any formal or informal disputes, controversies, proceedings, oppositions, arbitrations, cases, controversies, or litigation pertaining to the QUILTY Mark.

27. All documents pertaining to the quality of any goods or services offered, sold, or planned to be offered or sold under or in connection with the QUILTY Mark.

28. All documents (including correspondence) pertaining to any inquiries, communications, or purchase orders that Global Tissue has received, from actual or potential consumers, retailers, distributors, or others, pertaining to the QUILTY Mark or any products or services offered, sold, or to be offered or sold under or in connection with the QUILTY Mark.

29. All documents (including correspondence) pertaining to any incidents of confusion, actual confusion, possible confusion, mistake, or deception pertaining to the QUILTY Mark and/or pertaining to Global Tissue and Georgia-Pacific.

30. Examples of each different item of advertising or promotion, including but not limited to print ads, Internet materials, website materials, television ads, radio ads, point-of-purchase materials, displays, signs, direct mail materials, coupons, and samples, used, considered, or planned for use in connection with the QUILTY Mark or any products or services offered, sold, or to be offered or sold under or in connection with the QUILTY Mark.

31. All documents pertaining to marketing plans, promotional plans, budgets, and projected sales pertaining to the QUILTY Mark or any products or services offered, sold, or to be offered or sold under or in connection with the QUILTY Mark.

32. Documents sufficient to show all sales of, and revenue from, or any products or services sold under or in connection with the QUILTY Mark.

33. Examples of each different item of packaging, labeling, and/or trade dress used, considered, or planned for use in connection with the QUILTY Mark or any products or services offered, sold, or to be offered or sold under or in connection with the QUILTY Mark.

34. Examples of each different item of bath tissue or other product sold, considered, offered, or planned for use in connection with the QUILTY Mark, including any embosses used, considered, or planned for use with any such bath tissue.

35. All documents pertaining to Georgia-Pacific, including but not limited to Georgia-Pacific's reputation, quality, customers, retailers, distributors, market share, products, sales, advertising, promotions, trademarks, trade dress, packaging, designs, embosses, or indicia of origin.

36. All documents pertaining to any communications between Global Tissue and any retailers, distributors, wholesalers, advertisers, marketers, consultants, naming firms, public relations firms, artists, designers, or design firms that pertain to Georgia-Pacific, including but not limited to Georgia-Pacific's reputation, quality, customers, retailers, distributors, market share, products, sales, advertising, promotions, trademarks, trade dress, packaging, designs, embosses, or indicia of origin.

37. All documents that pertain to, will be relied upon, or were prepared by or considered in connection with the testimony of any witness (fact or expert) that Global Tissue expects to call in the Opposition.

38. All documents pertaining to the QUILTY Mark.

39. All documents pertaining to any comparisons, formal or informal and authorized or unauthorized, between any of Georgia-Pacific's products or services and any of Global Tissue's products or services.

40. All documents pertaining to any survey of any of Global Tissue's competitors in the consumer paper products segment or the industrial paper products segment.

41. All documents pertaining to analyses, surveys, searches, or investigations performed by Global Tissue or by any market research professionals, investigators, watch services, or similar such parties that pertain to any of Global Tissue's competitors in the consumer paper products segment or the industrial paper products segment, including searches of the United States Patent and Trademark Office database, other trademark or name databases, and the marketplace.

42. All documents pertaining to Global Tissue's actual or planned strategy for displaying the QUILTY Mark in any advertising materials, promotional materials, or other communications.

43. All documents pertaining to any use of any form of the word QUILT in connection with consumer or industrial bath tissue products.

44. Documents sufficient to identify all of Global Tissue's present and former parents, subsidiaries, affiliates, predecessors, successors, and assigns.

45. All documents pertaining to any present or past relationship between Global Tissue and Global Tissue LLC any other Global Tissue entity, Kruger, Inc., any other Kruger entity, American Tissue, Inc., American Tissue Mills of Tennessee LLC, or any other American Tissue entity.

46. Documents sufficient to identify all of Global Tissue's present and former officers, directors, principal owners, and principal shareholders.

47. All documents pertaining to the employment histories of Philip Shaoul, Meir Elnekaveh, Freydoun Elhekaveh, and Marc Jackere.

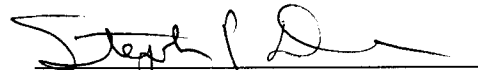
48. Documents sufficient to identify Global Tissue's custodians of documents and things pertaining to the QUILTY Mark, pertaining to trademark matters generally, pertaining to goods or services offered, sold, or planned to be offered or sold under or in connection with the QUILTY Mark, and pertaining to the Opposition.

49. All documents pertaining to Global Tissue's document retention and/or document management policy, including but not limited to its policy for retaining and managing electronic documents and data, and identify the persons most knowledgeable about the foregoing.

50. All documents pertaining to, referred to, or relied upon in responding to any interrogatories or requests for admissions propounded by Georgia-Pacific in the Opposition.

51. All documents pertaining to, referred to, or relied upon in any pleading filed by Global Tissue in the Opposition.

This 14th day of October, 2008.



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Counsel for Opposer
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Certificate of Service

The undersigned hereby certifies that on this date, October 14, 2008, a copy of this paper has been served upon Applicant, by email and by U.S. mail, to Applicant's current identified counsel, as set forth below:

Andrew B. Katz, Esq.
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721 Dresher Road, Suite 1100
Horsham, Pennsylvania 19044

akatz@chernowkatz.com



Stephen P. Demm

Andrew B. Katz

From: Marino, Charlene [CMarino@kilpatrickstockton.com]
Sent: Wednesday, January 14, 2009 6:01 PM
To: Andrew B. Katz
Cc: Henn, Charlie
Subject: RE: GA Pacific v. GTG; TTAB Opp. No. 91184529

Andy,

We are willing at this time to agree for both parties to exchange non-confidential documents by next Wednesday, Jan. 21. We cannot agree to produce confidential documents unless and until we have your client's agreement on our proposed protective order, that allows Georgia-Pacific's counsel to review such documents. If not, we intend to take this matter up with the Board.

Please advise as to alternative dates for the noticed depositions. If it needs to be in February as indicated in your voicemail, we will need to file a motion to extend the discovery period.

Kind regards,
Charlene

From: Andrew B. Katz [mailto:akatz@chernowkatz.com]
Sent: Tuesday, January 13, 2009 6:22 PM
To: Marino, Charlene
Subject: GA Pacific v. GTG; TTAB Opp. No. 91184529

Charlene—

As a follow up to my phone message of earlier today, please be advised that the date you unilaterally selected for the depositions for Mr. Elhekaveh and Global Tissue Group are not agreeable and we will need to discuss mutually acceptable dates.

Further, please be advised that GTG has signed the Board's standard protective order and is entitled to receive the documents which are responsive to the interrogatories propounded more than three months ago. You had previously stated that you would be available to discuss their production during the first week of January but I have heard nothing from you. If you do not immediately agree to produce the documents at a date certain, GTG will be moving the Board to compel production.

Respectfully,

/Andrew B. Katz/

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1/30/2009